

Expiration Date _____
 Optional Renewals _____
 Insurance Required ____ Y ____ N
 Maximum Amt of Contract
 \$ _____
 Terms _____

START DATE **JUL 28 2016**

AGREEMENT No. 161A001256

BID No. 161A901256

COMMODITY CLASS No. 790-70

DISTRIBUTION:

- ☐ Finance
☐ Contractor
☐ Purchasing
☐ Requisitioning Department
☐ Buyer

DIVISION OF PURCHASING
Two Centennial Plaza
805 Central Avenue, Suite 234
Cincinnati, Ohio 45202-1947

AGREEMENT**BETWEEN**

THE CITY OF CINCINNATI
PARTY OF THE FIRST PART
AND

MATERIAL OR SERVICES

**TOPSOIL PICKED UP &
 DELIVERED: AWARD
 SECTION 2: WEST SIDE
 (WEST OF VINE STREET)**

REQUIRED FOR

Various City Departments

BUYER Greg Algie, 513/352-3769
 gsa

ALVIS LANDSCAPE AND GOLF COURSE MATERIALS, INC.

Party of the Second Part

P.O. Box 243

Miamitown, Ohio 45041

Phone No. 513.353.3333/513.738.6116

Email: alvismaterials@hotmail.com

Vendor Contact: Jim Alvis

INSTRUCTIONS FOR EXECUTING AGREEMENT

CONTRACT: The agreement must be signed in full by the Contractor as specified below, and the original, together with all copies of same, returned to the City Purchasing Agent, Two Centennial Plaza, 805 Central Ave., Suite 234, Cincinnati, Ohio 45202-1947. One copy will be returned to the Contractor when fully executed by the city. **ORIGINAL SIGNATURES MUST APPEAR ON ALL COPIES.**

CORPORATION: If a corporation, the agreement must be signed with full name of the corporation, followed by the ***signature of the President, Vice-President, or persons authorized to bind it in the matter.*** Should other than the President or Vice-President sign the agreement, authorization to bind the company must be evidenced by attaching a certified copy of the extracts of the minutes of this corporation.

LLC: Under Ohio Revised Code Sec. 1705.25, LLCs are bound by the actions of either their members or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. **Contracts for LLCs must be signed by either a member or, if the management of the LLC is NOT reserved to its members, by a manager of the LLC. Indicate member or manager on signature line.**

PARTNERSHIP: If a partnership, the full name of all the partners composing the same must be given and the agreement signed by one or more of the partners in the following manner:

"John Jones and James Smith, d.b.a.

Jones-Smith Company, by John Jones, a partner."

SOLE OWNERSHIP: If sole ownership, agreement should be signed in the following manner:

"John Jones, Sole Owner."

GENERAL CONDITIONS AND TERMS OF AGREEMENT

- 1) **General:** The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, Specifications, Plans, Profiles or Drawings applying to the original proposal are made a part of the contract.
- 2) **Definitions:** The term "City" wherever used in the contract shall mean the City of Cincinnati, the party of the first part, acting through its City Manager or his properly authorized agent.

In the event that the contract is entered into in behalf of an independent board or commission, such as the Board of Park Commissioners, Recreation Commission, Board of Health, etc., wherever the term "City" or "City Manager" is used in the contract, conditions, specifications, or bond, it shall mean whatever independent board is concerned, acting through its president or his properly authorized agent.

The term "Contractor" wherever used in the contract shall mean the party of the second part entering into a contract with the City for furnishing materials, supplies, or equipment, or for the performance of the work set forth herein.
- 3) **Infringements and Indemnification:** The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by the contract; the Contractor further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties, by or from the acts of the contractor, his servants, or agents.

To this extent the contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City, whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided shall be set forth in the bid document.
- 4) **Default Provisions:** In case of default by the Contractor, the City of Cincinnati may procure the articles or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.
- 5) **Applicable Laws:** The Revised Code of the State of Ohio, the Charter of the City of Cincinnati, and all City ordinances, insofar as they apply to the laws of competitive bidding, contracts, and purchases are made a part hereof. All laws of the United States of America, the State of Ohio and the City of Cincinnati applicable to the products or services covered herein are made a part hereof.
- 6) **Workers' Compensations:** Insofar as Workers' Compensation Act is concerned, the Contractor agrees to furnish an official certification or receipt of the Industrial Commission of Ohio, showing that he has paid into the State Insurance fund the necessary premiums, whenever such certificates are required by the bid document.
- 7) **Delivery:** Unless otherwise stated in the proposal or contract, prices include delivery to the destination designated in the contract and include all charges for delivery, packing, crating, containers, etc.
- 8) **Taxes:** State and local governments no longer need to be certified under the Internal Revenue code but are automatically exempt from excise tax, therefore, the City's Certificate of Registry Number is no longer needed.

The Purchasing Division will continue to issue the exemption certificates upon request.
- 9) **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date properly executed invoice is received, if the latter date is later than the date of delivery and acceptance.
- 10) **Invoices:** Must be prepared upon the standard invoice of the Contractor.
- 11) **Payments:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the contract. The final payment will be made by the City when the materials, supplies, equipment or the work performed has been fully delivered or completed to the full satisfaction of the City.
- 12) **Policy of Non-Discrimination:**
 - a) **Disability:** The City of Cincinnati does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. The Director of Personnel has been designated to coordinate compliance with the non-discrimination requirements contained in Section 35,107 of the Department of Justice regulations. Information concerning the provisions of the Americans with Disabilities Act (ADA), and the rights provided thereunder, are available from the ADA coordinator, at (513)352-2411.
 - b) **SBE Non-Discrimination Policy:** The City of Cincinnati is committed to a policy of non-discrimination pursuant to Section 1 of the Fourteenth Amendment to the United States Constitution and as outlined in the Offeror's Covenant of Non-Discrimination clause of the bid document, which guarantees equal protection of the laws to all citizens. It is further the policy of the City of Cincinnati that its purchasing and contracting practices not implicate the City as a passive participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain business with the City. In furtherance of these policy objectives, the City seeks to afford to its citizens equal opportunities to do business on City contracts and to ensure that all bidders, proposers, vendors and contractors (collectively referred to herein as "bidders") doing business with the City provide to businesses owned and controlled by racial minorities and ethnic minorities and women, opportunities to participate on contracts which are paid, in whole or in part, with monetary appropriations from the city of Cincinnati.
- 13) **Ineligible Person(s):** Per City of Cincinnati Municipal Code Section 301-20 (Ordinance No. 366-1996), any person or affiliate who is on the City of Cincinnati's Financial Obligation Ineligibility List due to being delinquent in the payment of any financial obligation to the City, any of its Departments, Boards or Commissions, shall not be eligible for any City award. **This includes any person or affiliate who is delinquent in paying City of Cincinnati income taxes.**
- 14) **Amendment:** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- 15) **Entirety:** This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 16) **Cooperative Purchasing:** The City of Cincinnati and other governmental entities may purchase the commodities indicated contract. Each Entity will issue its own purchasing document based on the contract's pricing.

ARTICLES OF AGREEMENT

This agreement made and entered into by and between the party of the first part and the party of the second part.

WITNESSETH. That the said party of the second part has agreed and by these presents does agree, with the party of the said first part, for the consideration hereinafter named, to furnish all the materials, supplies, equipment, or to do the work necessary to complete in good, substantial and workman-like manner, ready for use in strict accordance with the proposal, specifications, plans, profiles or drawings of the items hereinafter set forth and in accordance with the foregoing terms and general conditions, all of which are made a part hereof.

REQUISITIONER(S)

For furnishing during the period of the contract the commodity and/or service listed herein as required by Park Department from time to time.

BID AND PERFORMANCE SURETY

Bid Surety and Performance Surety are hereby waived per CMC 321-131.

WAGE DETERMINATION

State of Ohio Prevailing Wages do not apply to this project.

CERTIFICATION

This contract involves the expenditure of money only to the extent that requisitions will be made off this contract from time to time by various City Departments during the term of this contract. For that reason, and in the absence of the requisition for immediate performance or delivery off this contract, certification by the Finance Director as to the availability of funds to meet the obligations of each individual requisition off this contract will occur on each individual requisition as such requisitions are made from time to time by various City Departments during the term of the contract. The City asserts the absence of any liability in excess of the amounts so certified.

Requisitions/orders in excess of \$50,000 shall be subject to the additional approval of the Chief Procurement Officer prior to the certification of funds.

INITIAL CONTRACT PERIOD

The materials/services shall be delivered, as ordered, during the effective date of the contract and ending March 31, 2017.

OPTIONAL RENEWAL PERIOD(S)

At the sole discretion of the City the contract may be renewed for two (2) additional (12) twelve month period ending March 31, 2019.

These options shall be automatically exercised unless written notice to the contrary is filed with either party not later than thirty days prior to the expiration of the current contract period. Such notice shall be provided in writing no later than 30 days prior to the end of the current contract period.

It is understood and agreed that the contract may be renewed only under the same conditions governing the original contract.

TERMINATION

The City may terminate this Agreement at any time for any reason upon thirty (30) days written notice to Contractor.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and

conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City of Cincinnati shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Cincinnati for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City of Cincinnati from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

SPECIFICATIONS

Shall be in accordance with the City standard specification 24-276-93 and **DETAILED SPECIFICATIONS** included herein.

AVAILABILITY/LOCATION OF STOCK

The Contractor shall maintain a local stock of Topsoil in the greater Cincinnati area. The local stock shall be available at all times during normal working hours for pick-up by the City.

PRICING

Prices shall be firm, not subject to change.

QUANTITIES AND DURATION

The quantities listed herein are the City Department(s) or Division(s) listed herein estimated requirements for a Twelve month period; however, they shall not govern the actual quantities purchased during the contract period.

It is estimated that on a time proportionate basis the quantities for an optional renewal period will approximate the quantities listed herein; however, they shall not govern the actual quantities purchased during the optional renewal period.

COOPERATIVE PURCHASING

The City of Cincinnati and other governmental entities may purchase the commodities indicated in this solicitation and the resulting contract. Each Entity will issue its own purchasing document based on the contract's pricing.

DELIVERY

The material shall be delivered as needed and ordered to Various City Departments.

CITY'S OPTION WHEN DELIVERY TIME BECOMES EXCESSIVE

When, in the City's opinion, delivery time of any item becomes excessive resulting in inconvenience and affecting work, such item may be canceled and obtained elsewhere.

If it is necessary to use this procedure more than once and such measures have caused serious

hardship, the contract may be canceled.

It is agreed that both options may be taken with no liability to the City.

OHIO SALES TAX

Prices should not include Ohio Sales Tax on materials used on this project. The City will furnish exemption certificates to the contractor upon request to the Division of Purchasing.

SEND INVOICE TO

Invoices must be submitted on the contractor's standard invoice. The item(s) shall be invoiced showing quantity and sufficient identification data (i.e. part number, catalog number, etc.) so as to facilitate audit of invoices by the City of Cincinnati.

Separate invoices shall be submitted to each City Department or Division listed below.

Department or Division	Mail Invoice Form to:
Recreation Commission	805 Central Avenue - Ste 800 - 45202
Metropolitan Sewer District	1600 Gest Street - 45203
Lunken Airport	Lunken Airport - 45226
	Superintendents Office
Traffic and Road Operations	3300 Colerain Avenue - 45225
Parks	950 Eden Park Drive - 45202

CONTRACT COMPLIANCE REQUIREMENTS

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity, and Municipal Code Chapter 323, regarding the Small Business Enterprise Program.

EEO PROGRAM

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the vendor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the vendor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

SMALL BUSINESS ENTERPRISE (SBE) AND MINORITY & WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAMS

Requirements of the City of Cincinnati Municipal Code Chapter 323 (SBE Program) and 324 (M/WBE Program), and amendments thereto are applicable. The contract with the City shall be subject to, and the contractor shall comply with, the provisions of Cincinnati Municipal Code Chapter 323 and 324. Section 323-99 and 324-99 shall be incorporated by reference into the

contract with the City. Details concerning this program can be obtained from the Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 610, Cincinnati, Ohio 45202 or via <http://www.cincinnati-oh.gov/inclusion/>.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, which includes the utilization of Small Business Enterprises ("SBEs"). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any person or firm on the list. It is each Bidder's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

ASSIGNMENTS AND SUBCONTRACTING REQUIREMENTS

The contractor agrees to constantly supervise and monitor personnel to ensure faithful prosecution of the work. The contractor shall not assign or subcontract the work or any part thereof unless prior approval from the City's Chief Procurement Officer using the Supplies and Services Subcontractor Approval and Substitution Request Form contained herein. Form may be submitted with the bid or during the contract period, but assignments/subcontracting may not occur unless approved.

WAGE ENFORCEMENT

This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any person who has an agreement with the city or with a contractor or subcontractor of that person shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination.

Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

ADMINISTRATIVE FEES

The Contractor will remit to the City an Administrative Fee in the amount of one percent (1%) of the total sales from this contract.

The pricing submitted with this proposal shall include the City's Administrative Fee.

ADMINISTRATIVE FEES MAY NOT BE ADDED AS A LINE ITEM ON ANY INVOICE.

A statement verifying the total sales amount must accompany the remittance. This remittance will be due not later than 45 days after the last day of each calendar quarter. Please provide a sample statement document for review.

INSURANCE

See Form 160 attached.

REQUIREMENTS AND DATA

SECTION II

West Side
(West of Vine Street)

This section is for Delivery and Pick Up for all Cincinnati areas West of Vine Street. In order to bid on this section the bidder must have a pick up location on Vine Street or West of Vine Street. Product may be delivered from outside of this area, but a pick up location must be located within this area.

Pick Up Location Address: 9560 ST. RT. 128
HARRISON, OH 45030

Estimates are for a twelve (12) month period. Estimates indicated will be used solely for the purpose of making a tabulation of bids. All quantities are on a more or less basis.

Commodity Code: 790-70-01

Item 1: Delivered top quality shredded topsoil in minimum lots of 6 cubic yards

Est. 30 Cubic Yards \$ 17⁰⁰ /per cu. yd.

Commodity Code: 790-70-02

Item 2: Top quality shredded topsoil to be picked up by City personnel

No estimate \$ 11⁵⁰ /per cu. yd.

Commodity Code: 790-70-03

Item 3: Delivered top quality shredded and screened topsoil in minimum lots of 6 cubic yards.

Est. 1,800 Cubic Yards \$ 17⁰⁰ /per cu. yd.

Commodity Code: 790-70-04

Item 4: Top quality shredded and screened topsoil to be picked up by City personnel

Est. 2,000 Cubic Yards \$ 11⁵⁰ /per cu. yd.

Quantity Weight Verification

Cubic Yards – State method of quantity verification:

4+5 YARD LOADER BUCKET'S

Alternate Locations of topsoil:

DELIVERY COMPLETIONS

Delivery of topsoil and hardwood mulch shall be completed within 1 calendar days from receipt of notice to furnish from the using agency.

Note: As delivery may be a deciding factor in the award of a contract, it is important that bidder furnish the information requested above.

QUESTIONNAIRE

DEVIATIONS

Are there deviations from the Detailed Specifications? Yes _____ No ✓

If "yes," please list all deviations:

Unless otherwise stated by the bidder in the above space, the proposal will be considered as being in strict accordance with the Detailed Specifications even though the manufacturer's literature indicated deviations.

Alternate Location(s) of local stock for pickup: 9560 ST. RT. 128 HARRISON, OH 45030

Operating hours: 7:30-5:00 M-F 7:30-NOON SAT

Contact Person for ordering; phone number; email: 513-353-3333

ALVISMATERIALS@HOTMAIL.COM

Time required for Delivery from time of ordering: 1-DAY

DETAILED SPECIFICATIONS

TOPSOIL

NON-EXCLUSIVE CONTRACT

The contract shall not be construed as the sole privilege of furnishing the City's requirements of topsoil. The City reserves the right to solicit separate bids for "large quantities" of materials that might be required during this contract period for specific projects, whenever such action is felt to be in the best interest of the City.

For the purpose of this contract, the term "large quantities" shall be defined as a quantity in excess of the total amount estimated herein for any one project.

SPECIAL CONDITIONS

An inspection of the topsoil at the source and other areas where the same surfacing material has been previously laid and has existed under winter weathering may be made by the City prior to awarding of contract. The final award will be predicated on the suitable quality of the material for the intended use and the ability of the bidder to meet conditions as to delivery.

SCREENING

After topsoil has been shredded it shall be screened using a 10mm screen to remove all clods or foreign materials.

CITY OF CINCINNATI

SPEC. NO. 24-276-93

DIVISION OF PURCHASING

DATE: DECEMBER 14, 1993

STANDARD SPECIFICATION

**TITLE: 1. TOPSOIL SHREDDED,
2. TOPSOIL SHREDDED
AND SCREENED**

1. GENERAL REQUIREMENTS

1.1 SCOPE

This specification covers high quality shredded and high quality shredded and screened topsoil.

1.2 MANDATORY REQUIREMENT TERMS

The terms "shall," "must," etc., which have been omitted for conciseness from the following paragraphs, shall apply to all requirements of this specification unless otherwise specified.

2. DETAILED REQUIREMENTS

2.1 DESCRIPTION

Loose, friable, loamy, without admixture of subsoil or refuse.

Free from debris, stone, pebbles, undesirable vegetation, herbicides, and other foreign matter.

Free from clods and lumps.

1. Shredded.

2. Shredded then screened using a 10 MM screen to remove all clods and foreign materials.

2.2 SOLUBLE CLAY CONTENT

Not more than 20 percent when tested in accordance with Paragraph 3.2.1.

2.3 SILICA CONTENT

Range between 60 and 75 percent when tested in accordance with paragraph 3.2.2.

2.4 ORGANIC MATTER CONTENT

Range between six and 10 percent as determined by loss on ignition of sample, over dried to a constant weight at 212 degrees F from an air dried sample.

2.5 WEIGHT

Not less than 2600 lbs. per cubic yard irrespective of moisture content.

Testing, if performed, shall be as follows:

3. INSPECTION AND TESTING

INSPECTION SOURCE

- 3.1 Advise City of the area from which topsoil will be taken.
- 3.2 Remove from an area which is subject to inspection and approval by a City representative.

3.2.1 SOLUBLE CLAY CONTENT

Place 100 gram sample of topsoil into an aluminum dish and air dry for 12 hours. Crush sample to approximately 10 mesh and place 10 grams of representative sample in a 150 cc beaker.

Add to the beaker a mixture of 25 ml of distilled water and 15 ml of glacial acetic acid.

Cover beaker with a watch glass and place on hot plate of medium intensity for one hour.

Remove beaker from heat, allow to cool, and filter contents, catching filtrate in a 250 cc beaker.

Bring filtrate up to 200 cc by adding distilled water, if not at this approximate volume after washing.

To this amount add 15 to 25 ml of ammonium oxalate solution.

Allow resulting precipitate to digest for 15 minutes on hot plate, then filter same through a No. 41 Whatman filter paper.

After careful washing of precipitate, ignite contents at approximately 1800 degrees F.

Allow resulting oxide to cool and weigh as calcium oxide (CaO)

Calculate to the nearest 0.1% the percentage of soluble clay as determined by the amount of calcium carbonate calculated from the weight of calcium oxide present, in accordance with the following formula:

$$C = \frac{O}{S} \times 1.79 \times 100$$

Where

C = Percentage of soluble clay (calcium carbonate)

O = Weight of calcium oxide

S = Weight of Starting Sample

3.2.2 SILICA CONTENT

Place a gram sample of finely crushed topsoil in beaker.
Add 20 ml perchloric acid, 1 ml nitric acid, and 2 ml hydrochloride acid.
Place on hot place set at medium intensity heat for one hour.
Remove beaker from heat and allow to cool.
Add 50 ml distilled water to dissolve salts formed.
Heat contents slightly to 180 degrees and filter through No. 31 Whatman filter paper.
Wash precipitate 6 to 8 times and ignite in a platinum crucible at 1850 degrees F.
Allow resulting oxides to cool and weigh as silicon dioxide.
Calculate to the nearest 0.1% the percentage of silica, as determined by the amount of silicon dioxide (SiO_2)

2
present, in accordance with the following formula:

where

SD = percentage of silica silicon dioxide

O = weight of silicon dioxide

S = weight of starting sample

3.3 REJECTION

Promptly remove topsoil not meeting those specifications, at no expense to the City.

3.4 WEIGHT OR QUANTITY VERIFICATION

The City shall have the right to require contractor to have the weight or quantity verified prior to delivery and at pick-up.

Contractor shall pay for the verification cost.

If verification is by weight, and the weight is below weight requirement specified, the charge per cubic yard shall be reduced accordingly.

CONTRACTORS INSURANCE

1. ALL INSURANCE

1.1 General

It shall be the responsibility of the contractor to protect all life and property, and to protect himself, subcontractors, and the City from operations carried out in the performance of this contract.

The contractor shall secure Workers' Compensation insurance, General Liability, Automobile Liability, and other insurance as described below and on the reverse side hereof, as well as any other insurance which the City feels is necessary.

The insurance carrier shall be licensed to write insurance in the State of Ohio and the policies(s) shall be in full force as of the date of the contract and shall not be changed or canceled unless the insured and the City Purchasing Agent are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance as specified herein.

1.2 Proof of Carriage

The policies or certificates of proof shall be delivered in triplicate to the City Purchasing Agent, 805 Central Avenue, Suite 234, Cincinnati, Ohio 45202-1972.

2. STATE OF OHIO WORKERS COMPENSATION INSURANCE

2.1 Coverage Required

State of Ohio Workers' Compensation insurance for all employees employed at the site of the project, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide State of Ohio Workers' Compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

2.2 Proof of Carriage

Certificate or Policy

3. GENERAL LIABILITY INSURANCE

3.1 Coverage Required

At least the types of Liability Insurance and in the amounts specified on the reverse of the form. This insurance shall protect the contractor and any subcontractor performing work covered by the contract and the City of Cincinnati from all claims for personal injury and property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

3.2 Proof of Carriage

- (a) A policy or policies naming the contractor, subcontractors, and the City of Cincinnati as an additional insured or,
- (b) A Certificate of Insurance executed by the insuring company or its authorized agent indicating that the contractor and subcontractors have the specified coverage and endorsed to include the City of Cincinnati as an additional insured. In addition, a copy of the additional insured endorsement to the actual policy is required.

4. OTHER INSURANCE

4.1 Coverage Required

At least the types and in the amounts specified on the reverse of this form. When hazards exist which are not normally covered by general liability insurance they shall be covered by a rider to the general liability policy or by a separate policy.

4.2 Demolition Coverage

When demolition work is performed, demolition coverage is required by a rider to the general liability policy or by a separate policy.

4.3 Proof of Carriage

Unless otherwise specified, proof shall be in the form stated in section 3.2.

5. FAILURE TO KEEP INSURANCE IN EFFECT

If insurance is permitted to lapse, payment for work done or commodity furnished during the period when the insurance is not in effect will be withheld by the City. Reinstatement of insurance effective to the date when it lapsed will be required before payment by the City will be made for the withheld amount.

BASIC INSURANCE COVERAGE

General Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Personal Injury	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Automobile Liability

Combined Single Limit-	BI & PD	\$1,000,000 Per Occurrence
	Aggregate	\$1,000,000

Note: Coverage should include hired and non-owned autos.

Builders Risk

"All Risk" Builders Risk policy which shall provide Fire and Extended Coverage, Vandalism and Malicious Mischief coverage for an amount equal to one hundred percent (100%) of the completed value of the project and shall be written in the Owner's and Contractors name.



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

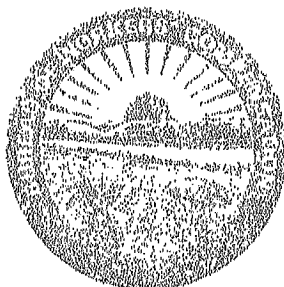
Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
1635653-0

**SOIL PRODUCTS LLC
ALVIS MATERIALS
PO BOX 243
MIAMITOWN, OH 45041-0243**



Period specified below
**07/01/2016 through
06/30/2017**

www.bwc.ohio.gov

Issued by:


Acting Administrator/CEO

You can reproduce this certificate as needed.



Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ted Marty & Associates 1248 Springfield Pike Cincinnati OH 45215		CONTACT NAME: Jon Marty PHONE (A/C, No, Ext): (513) 761-4300 FAX (A/C, No): (513) 821-5419 E-MAIL ADDRESS:	
INSURED ALVIS PROPERTIES LLC ALVIS LANDSCAPE AND GOLF COURSE MATERIAL INC. PO Box 243 MIAMITOWN OH 45041-0243		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14/17 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	EPP 0295905	12/11/2014	12/11/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	EBA 0295905	12/11/2015	12/11/2016	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HC Phy Damage <input checked="" type="checkbox"/> \$80,000					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB					Medical payments \$ 5,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 3,000,000
			EBB 0295905	12/11/2014	12/11/2017	AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Contractors Equipment Rented/Leased		EPP 0295905	12/11/2014	12/11/2017	\$95,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
ANY AND ALL SUBCONTRACTORS ASSIGNED BY INSURED ARE ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF CINCINNATI TWO CENTENNIAL PLAZA 805 CENTRAL AVE SUITE 234 CINCINNATI, OH 45202	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jon Marty/BARB

EXPENDITURE LIMITATION

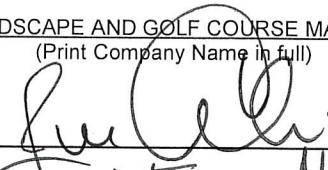
Expenditures under this agreement shall not exceed \$250,000.00 during a 12 month period, nor exceed \$500,000.00 during the entire life of the Agreement. This Agreement shall immediately terminate when either limit is reached.

TAX EXEMPT (Unless otherwise indicated)

THE CITY OF CINCINNATI

By 
City Purchasing AgentDate 7/28/2016

CONTRACTOR

ALVIS LANDSCAPE AND GOLF COURSE MATERIALS, INC.
(Print Company Name in full)By 
Name in Print JIM ALVIS
Title PRESIDENT